

# MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 13  
day of May A. D. 1924  
at 9:50 A. M.  
By Joe Williams Deputy.  
Geo. E. Williams  
Register of Deeds.

From Phi Delta Theta Alumni Assoc.  
To The Central Trust Company

This Indenture, Made this 7th day of May  
in the year of our Lord nineteen hundred and twenty four  
by and between Kansas Alpha of Phi Delta Theta Alumni Corporation  
of the county of Douglas and State of Kansas, parties of the first part,  
and THE CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twenty Five Thousand DOLLARS,  
to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and  
CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate situated  
in the County of Douglas and State of Kansas, to wit:

Beginning at the intersection of the center line of Euclid Street (vacated and  
produced west) with the west line of the Northwest Quarter of Section six (6) Township thirty-  
seven (37) Range Twenty (20) east of the sixth principal meridian, being the west line of Bab-  
cocks Addition; thence south one hundred thirty-one (31) feet; thence east one hundred sixty-seven  
and five-tenths (167.5) feet for the point of beginning; thence south one hundred fifty (150)  
feet along the east line of a roadway; thence east one hundred twenty (120) feet; thence north  
one hundred fifty (150) feet; thence West One hundred twenty (120) feet to point of beginning  
being lots numbered Ten (10) Eleven (11) and Twelve (12) in Fort Thatcher Place in the City of  
Lawrence.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in  
anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and  
assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are  
the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and  
clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of  
the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:  
FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of

TWENTY FIVE THOUSAND DOLLARS,  
according to the terms of ten certain mortgage notes as follows of even date herewith, executed by said parties of the  
first part, in consideration of the actual loan of the said sum, and payable as follows:  
\$1000, due June 1, 1925; \$1000, due June 1, 1926; \$1000, due June 1, 1927; \$1000, due June 1, 1928;  
\$1000, due June 1, 1929; \$1000, due June 1, 1930; \$1000, due June 1, 1931; \$1000, due June 1, 1932;  
\$1000, due June 1, 1933; \$16,000.00 due June 1, 1934.

to the order of the said party of the second part with interest thereon at the rate of 6 per cent per annum,  
payable semi-annually, on the first days of June and December  
in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness  
accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE,  
New York, N. Y., or at such other place as the legal holder of the principal note as may in writing designate, and all  
of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in  
as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may

*By Commission of 1924. See Ord. 22 Page 251  
Not Notarized until after March 6, 1925 Page 192.*